

GUIDELINES FOR BIDDERS
CEMETERY MAINTENANCE

1. Bids must be submitted on the enclosed bid proposal form. All bids must include the following information of their bid proposal form: Name, address, Phone #, Date, and total bid price for a 3-year contract. ** All bids must be received by Noon, Tuesday February 18, 2014 read by the Town Manager. Bids must be in a sealed envelope clearly marked on the outside “**Cemetery Mowing Bids**” Any bids received after 12:00 Noon will not be considered. Bids will be opened at the Board of Selectmen’s Meeting on Tuesday February 18, 2014 at 6:30 PM, but may be awarded at a later date.
2. All bidders must submit a list of 3 references to have their bid considered. References should include the name, contact number and work performed.
- 3: Bidders should include and inventory of the equipment available to complete the contract.
3. The Board of Selectmen reserve the right to reject any or all bids. The Board will consider strongly the lowest, responsive, and responsible bidder. Past performance of any bidder will also be considered in awarding the bid.
- 4: The successful bidder will be required to provide proof of Liability and Workers Comp insurance within 10 days of award. The Town of Union shall be listed as “ **additional insured: and NOT simply a certificate holder**. Updated insurance documents shall be provided on a yearly basis.
- 5: The successful bidder shall be required to sign a maintenance performance contract, as per attached.
- ** Cost of living increase if desired should be figured into the total bid price for the 3-year contract.

BID PROPOSAL FORM
CEMETERY MAINTENANCE

TO: Town of Union
P.O. Box 186
Union, Maine 04862

Having carefully examined the Cemetery Maintenance Contract and Bidding Guidelines as well as the premises and conditions affecting the work, we the undersigned propose to furnish all labor, equipment, and materials necessary for and reasonably incidental to the performance of this contract.

Cemetery Maintenance (3 years) \$_____Dollars

The undersigned agrees, if this Bid is accepted to sign a contract and deliver it, along with the Affidavits of all insurance as stated in the Contract document within ten (10) calendar days after the date of such notification of such acceptance.

SIGNED:_____

PRINTED NAME:_____

COMPANY NAME:_____

TELEPHONE:_____

ADDRESS:_____

DATE:_____

TOWN OF UNION CEMETERY MAINTENANCE CONTRACT
REQUIRED MAINTENANCE IN ALL CEMETERIES

1. Pick up all branches, dead limbs, rake leaves, and haul off.
2. Pick up all dead flowerpots on graves and dispose of them.
3. Keep leaves cleaned and hauled away from culverts.
4. Mow in front of all cemeteries to the road, all debris in front of gate needs to be hauled off.
5. Empty all trash barrels weekly.
6. Stone fences are to be clear of all dead limbs and debris.
7. Weed whack (Trimming) around and under all fences. Weed whacking (Trimming) needs to be done around head stones, foot stones, and monuments regularly and if weed whackers are used, care should be taken so not to damage stones, flower pots, etc.
8. Mowing to be done weekly in cemeteries, commencing in April and ending in late October.
9. All debris shall be removed from the premises and shall not be dumped on site.
10. Mow everything within the confines of the cemeteries.
11. Remove all flags and dead flowers before the first of November.
12. Remove all brush and rotted logs that have fallen on the cemeteries.
13. Leaves need to be taken care of several times during the year and at the end of the season. Final raking of leaves should occur before the first of November.
14. Special care should be given to flag holders; if removed for mowing. They should be placed back in their original position.

15. All cemeteries have to be ready for Memorial Day and the Fourth of July.
16. Keep all trash off of abutting landowners.

SPECIAL REQUIREMENTS FOR THE FOLLOWING CEMETERIES:

COMMON CEMETERY

1. Additional lot located at the rear of the Common Cemetery. This section has 2 graves and there will be additional people buried there and it is required to be mowed.

LAKEVIEW CEMETERY

1. Storer-Weaver flag changed ASAP and as needed during the season.
2. Storer-Weaver Memorial needs to be kept in good condition. Don't blow grass on their stone; mow away from it.
3. Mow in front of fence entrance and under fence up to the dirt road.
4. Mow Lakeview Cemetery plus, Whittier, Merrill and Robbins Annexes to the fence.

SIDELINGER CEMETERY

1. Leaves are a big problem in this cemetery. They should be cleaned and removed several times during the season.

CONTRACT

Please note the attached sample contract is being re-written and is attached, a new revised contract will be available at the time of bid awards and the successful bidder will have 10 days to accept the contract.

There will be no changes that would cause additional work or expense on the bidders part, simply a change in wording that reflects the most current legal opinions on contracts.

CEMETERY MAINTENANCE CONTRACT

The Town of Union, acting by and through its duly elected officials, hereafter referred to as "TOWN," and ----- of Union, Maine hereafter referred to as "CONTRACTOR," hereby enter into a contract to maintain the following cemeteries for three years beginning April 1, 2014 and ending November 30, 2016:

The COMMON CEMETERY, LAKEVIEW CEMETERY, SIDELINGER CEMETERY, SKIDMORE CEMETERY, EAST UNION CEMETERY and the MERRILL ANNEX, including those areas usually kept mowed at each cemetery, such as a driveway outside the fence at the Common Cemetery, leading to another portion of the cemetery and highway portion of the Common, Sidelinger, and Skidmore Cemeteries.

This contract, although for a three-year period, will be subject annually to a review of performance of work completed, by the committees listed in the contract, the Cemetery Director, and the Town Manager. Final judgment, which would cause termination of this contract, will be made by the full Board of Selectmen.

The Contractor will be responsible for all the proper and normal maintenance with mowing and trimming to be done on a weekly basis, under the supervision of the CEMETERY DIRECTOR. This contract includes the removal of trash from trash containers. All cemeteries to be mowed and trimmed and presentable for Memorial Day Weekend and the Fourth of July.

Maintenance to include removal and disposal of all debris, including tree limbs, branches, sticks, leaves, bottles, can, paper and all other trash not in trash barrels. This contract is to include trash in the trash containers.

This contract to include items on attached addendum not mentioned above.

The following are the responsibility of the Contractor:

1. The Contractor must provide a Certificate of Insurance in the amount of \$500,000/1,000,000 General Liability along with Worker's Compensation Insurance within 10 days after the bid is awarded.

2. The Contractor agrees to maintain throughout the term of this contract insurance coverages of the following types and in the stated amounts: (a) General Liability: \$500,000/1,000,000 and (b) Worker's Compensation on all employees, also requiring Worker's Compensation from any subcontractors to the same specification. The Contractor shall further furnish the Town annually, for the duration of the contract, a Certificate of Insurance as proof of these terms.
3. The Contractor shall indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the Contractor or any of its officers, agents, employee representatives, subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable regardless of whether or not it is caused in part by a party indemnified hereunder and the Contractor, shall, at his own expense and costs, defend and protect said indemnified parties against all of such claims and demands.
4. The Contractor shall promptly pay all bills for labor, materials, machinery, tools, equipment, trucks, freight, fuel, and for all other materials contracted for or used by him on account of the work herein contemplated. If at anytime during the process of the work, or before final payment of any money due to the Contractor under the terms of this contract, any claim for labor, materials, machinery, tools, equipment, trucks, freight, fuel or for any other materials as aforesaid, or for damages by reason of any acts, omissions or neglect of the Contractor in the prosecution of the work, shall be presented to the Town, the Town may retain such sum or sums from the monies due the Contractor under this contract as is necessary to discharge all such claims whether for labor, materials or for damages as aforesaid. When the validity of such claims shall be established and fully determined, all such claims may be paid from the amount so retained if it to be sufficient for that purpose. If such claims are invalid and groundless, any amount so retained shall be paid to the Contractor, or in case of default of the contract to the Contractor's surety. Neither the Town nor any employee or corporation making such claims for failure or refusal to hold and retain money due under this contract for the purpose of such claim.
5. If the Contractor shall fail to perform according to the terms and conditions of this contract at any time and in the manner specified, such failure to perform shall constitute a breach of the total contract. In the event of a breach, the majority of the Municipal Officers shall immediately give verbal notice to the Contractor and order him to perform within a reasonable time. If the Contractor fails or refuses to substantially perform within the time specified by the Municipal Officers, they may declare the contract terminated in whole or in part, as follows:

PREVIOUS BIDS

Town Maintenance : 26,645.00 For a three year period \$8,881.66 year

Cemetery Mowing: \$72,000 for three years, \$24,000 per year